

**Request for Bid** (RFB)

# **Boone County Purchasing**

613 E. Ash Street, Room 110 Columbia, MO 65201 *Melinda Bobbitt, CPPO, CPPB Director of Purchasing* Phone: (573) 886-4391 – Fax: (573) 886-4390 Email: <u>mbobbitt@boonecountymo.org</u>

Bid DataBid Number:38-17JUN16Commodity Title:Check Point Firewall

#### DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

	Bid Submission Address and Deadline
Day / Date:	Friday – June 17, 2016
Time:	2:30 P.M. Central Time (Bids received after this time will be
	returned unopened)
Location / Mail Address:	Boone County Purchasing Department
	Boone County Annex Building
	613 E. Ash Street, Room 110
	Columbia, MO 65201
Directions:	The Boone County Annex is located on the Southeast corner at 7
	St. and Ash St. Enter the building from the South Side. Wheel
	chair accessible entrance is available
	Bid Opening
Day / Date:	Friday, June 17, 2016
Time:	2:30 P.M. Central Time (Bids received after this time will be
	returned unopened)
Location / Address:	Boone County Annex Building
	Conference Room
	Columbia, MO 65201
	Bid Contents
1.0:	Introduction and General Conditions of Bidding
2.0: 3.0:	Primary Specifications Response Presentation and Review
4.0:	Response Form
4.0.	Standard Terms and Conditions
	E-Verify:
	Instructions for Compliance with House Bill 1549
	Work Authorization Certification
	Certification of Individual Bidder
	Affidavit (Individual Bidder Certification)
	Prior Experience
	Certification Regarding Debarment
	"No Bid" Response Form
	TO DIG RESPONSE FORM

# 1. Introduction and General Conditions of Bidding

1.1. **INVITATION -** The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

# 1.2. **DEFINITIONS**

1.2.1. **County -** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

*Purchasing* - The Purchasing Department, including its Purchasing Director and staff. *Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.

*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. **Bidder / Contractor / Supplier -** These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.

*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business(s) entities which may provide the subject goods and/or services.

- 1.2.3. **Bid** This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response -** The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION -** Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility -** The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment -** If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.4.1. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.
  - 1.5. **CONTRACT EXECUTION -** This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. Precedence In the event of contradictions or conflicts between the provisions of the documents

comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bid;
- 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

# 2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** For the Furnishing and Delivery of hardware, software and support for **Check Point Firewall** for the Boone County Information Technology Department.
- 2.1.1. **Contract Documents -** The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidder desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
  - 2.2. No Equivalent or alternate Firewall systems will be accepted. All bids must be for the Check Point items named and described within Section 2.
  - 2.3. **GENERAL REQUIREMENTS:** For the Furnishing and Delivery for all software, hardware and five (5) years of support for a network security firewall. **Manufacturer: Check Point.**
- 2.3.1. A complete itemized list of equipment, including printed literature and factory specification sheets, stating name, model number and options of the proposed equipment should be attached to the bid.
- 2.3.2. Sample printed warranty should accompany bid.
- 2.3.3. One set of instruction and service manuals shall be furnished
- 2.3.4. Successful Contractor shall itemize all equipment serial numbers on invoice or separate sheet.
- 2.3.5. All equipment shall be factory new, not reconditioned, and in current production at the time of delivery.
- 2.4. Minimum Specifications shall include:
- 2.4.1. Next Generation Threat Extraction Appliance High Performance Package: Part Number: CPAP-SG5800-NGTX-HPP 5800
- 2.4.1.1. **Quantity: 2** (primary and secondary, will be configured in High Availability)
- 2.4.1.2. Blades Included: Firewall, VPN, Advanced Networking and Clustering, Identity Awareness, Mobile Access, IPS, Application Control, URL Filtering, Anti-Virus, Anti-Bot, Anti-Spam and Email Security, Threat Emulation, Threat Extraction, Network Policy Management, Logging and Status. First year of Next Generation Threat Extraction subscription package is included in initial purchase for both appliances.
  - 2.4.2. Appliance with Policy, Log and Event Security Management for 10 Security Gateways: Part Number: CPAP-SM210 Smart-1 210

# 2.4.2.1. Quantity: 1

- 2.4.3. SmartEvent and SmartReporter blades managing up to 2 gateways: Part Number: CPSB-EVS-C200
- 2.4.3.1. Quantity: 1
- 2.4.4. Premium Collaborative Enterprise Support, 5800 Appliance, 1 year: Part Number: CPES-SS-PREMIUM-ADD-ACSP
- 2.4.4.1. Quantity: 2
- 2.4.4.2. Check Point Collaborative Premium Support Services include but not limited to:
- 2.4.4.3. Includes access to major Check Point software upgrades, service packs and critical hotfixes. In addition, unlimited, 24x7 Tier1 / Tier2 software and hardware (warranty) telephone support with 30 minute response to Severity 1 issues and 2 hour response to Severity 2 issues. The service also includes RMA service for defective hardware, with next business day hardware replacement.
- 2.4.4.4. Tier 1 support includes the following:
- 2.4.4.5. Receiving and logging the support call or email request
- 2.4.4.6. Providing general product information
- 2.4.4.7. Reviewing hardware and software configurations
- 2.4.4.8. Answering general questions on upgrade support
- 2.4.4.9. Collecting data relevant to the problem being experienced
- 2.4.4.10. Determining the problem's severity level
- 2.4.4.11. Performing initial troubleshooting and problem analysis

- 2.4.4.12. Provide basic support on the standard products, features and licensing issues
- 2.4.4.13. Opening a Service Request with Check Point's Technical Assistance Center (TAC) if the problem is identified as a known product issue, or is determined to be a Severity 1 issue
- 2.4.4.14. Escalation to Tier 2 support
- 2.4.4.15. Tier 2 support includes the following:
- 2.4.4.16. Performing detailed troubleshooting, diagnostics and problem analysis on hardware appliances and software
- 2.4.4.17. Research Check Point's published knowledge base of identified software bugs, known issues and best practices
- 2.4.4.18. Resolving the majority of misconfigurations
- 2.4.4.19. Attempting to simulate configuration and software problems
- 2.4.4.20. When permitted, remotely access the device for a detailed review of the configuration and / or log files
- 2.4.4.21. Opening a Service Request with Check Point's TAC if the problem is identified as a known issue, or if no satisfactory resolution is achieved
- 2.4.4.22. Facilitate appliance RMA processes with Check Point's TAC
- 2.4.4.23. Collaborative Premium Enterprise Support also includes direct Customer access to Check Point's Technical
- 2.4.4.24. Assistance Center for Severity 1 issues which resulted from the supported appliance.
  - 2.4.5. Premium Collaborative Enterprise Support, 1 year: Part Number: CPES-SS-PREMIUM
- 2.4.5.1. Quantity: 1
- 2.4.5.2. SmartEvent and SmartReporter blades managing up to 2 gateways
- 2.4.6. **Premium Collaborative Enterprise Support, 1 year:** Part Number: CPES-SS-PREMIUM-ADD-ACSP
- 2.4.6.1. Quantity: 1
- 2.4.6.2. Smart-1 210 Appliance with Policy, Log and Event Security Management for 10 Security Gateways

# 2.4.7. Yearly 2 support costs

Primary Appliance: Next Generation Threat Extraction Package Secondary Appliance: Next Generation Threat Extraction Package Primary Appliance: Premium Collaborative Enterprise Support Secondary Appliance: Premium Collaborative Enterprise Support Premium Collaborative Enterprise Support for Smart-1 210 Appliance Premium SmartEvent and SmartReporter blades managing up to 2 gateways

#### 2.4.8. Yearly 3 support costs

Primary Appliance: Next Generation Threat Extraction Package Secondary Appliance: Next Generation Threat Extraction Package Primary Appliance: Premium Collaborative Enterprise Support Secondary Appliance: Premium Collaborative Enterprise Support Premium Collaborative Enterprise Support for Smart-1 210 Appliance Premium SmartEvent and SmartReporter blades managing up to 2 gateways

#### 2.4.9. Yearly 4 support costs

Primary Appliance: Next Generation Threat Extraction Package Secondary Appliance: Next Generation Threat Extraction Package Primary Appliance: Premium Collaborative Enterprise Support Secondary Appliance: Premium Collaborative Enterprise Support Premium Collaborative Enterprise Support for Smart-1 210 Appliance Premium SmartEvent and SmartReporter blades managing up to 2 gateways

# 2.4.10. Yearly 5 support costs

Primary Appliance: Next Generation Threat Extraction Package Secondary Appliance: Next Generation Threat Extraction Package Primary Appliance: Premium Collaborative Enterprise Support Secondary Appliance: Premium Collaborative Enterprise Support Premium Collaborative Enterprise Support for Smart-1 210 Appliance Premium SmartEvent and SmartReporter blades managing up to 2 gateways

- 2.5. **Designee** Boone County Information Technology Department, Ryan Irish, Supervisor, Systems Analyst
- BID/CLARIFICATION CONTACT Melinda Bobbitt, CPPO, CPPB, Director of Purchasing, 613 E. Ash Street, Room 110, Columbia, MO 65201. Telephone: (573) 886-4391; Fax: (573) 886-4390; E-mail: mbobbitt@boonecountymo.org.
- 2.6. **BILLING AND PAYMENT -** Payment will be made within 30 days from receipt of a correct statement.
- 2.7. **DELIVERY -** FOB Destination Delivery to the Boone County Information Technology Department located at 801 East Walnut, Room 220, Columbia, MO 65201. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

# 3. Response Presentation and Review

- 3.1 RESPONSE CONTENT In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A."
- 3.2 **SUBMITTAL OF RESPONSES -** Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package -** Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the bid number and the due date and time.
- 3.2.2. Advice of Award The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at <u>www.showmeboone.com</u>. View information under *Purchasing*.
  - 3.3. **BID OPENING -** On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database -** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
  - 3.4. **RESPONSE CLARIFICATION** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. Rejection or Correction of Responses The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
  - 3.5. EVALUATION PROCESS The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. Acceptability The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3. Endurance of Pricing Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.
- 3.5.5. <u>Sovereign Immunity</u>: The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.
- 3.5.6. Employment of Unauthorized Aliens Prohibited
  - (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

(b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Please return a copy of the Memorandum of Understanding that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

3.5.7. **Deviations:** It is the bidder's responsibility o submit a bid that meets all mandatory specifications stated within. Because of the complexity and number of required specifications, the bidder mst compare their product bid with the required listed minum specifications and identifyany deviations. Failure to properlyidentify deviations may render the bidder's bid response non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be acceptable as proper identification of deviations from the written specifications.

4.	<b>Response Form -</b> Submit <b>three (3) complete copies</b> of your Response in a single sealed enveloc <b>clearly marked on the outside, left corner</b> with your company name and return address, the proposal number and the due date and time.	ope,
4.1.	Company Name:	
4.2.	Address:	
4.3.	City/Zip:	
	Phone Number:	
4.5.	Fax Number:	
4.6.	Federal Tax ID:	
4.7.	E-mail:	

- 4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, FOB Destination, which has been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.
- 4.8.1. Authorized Representative (Sign By Hand):
- 4.8.2. Type or Print Signed Name:

## 4.8.3. Today's Date: \_\_\_\_\_

4.9.	Description	Quantity	Unit Price	Extended Price
4.9.1.	Part Number: CPAP-SG5800-NGTX-HPP 5800 Next			
	Generation Threat Extraction Appliance - High	2	\$	\$
	Performance Package			
4.9.2.	Part Number: CPAP-SM210 Smart-1 210 Appliance			
	with Policy, Log and Event Security Management for	1	\$	\$
	10 Security Gateways			
4.9.3.	Part Number: CPSB-EVS-C200 SmartEvent and			
	SmartReporter blades managing up to 2 gateways	1	\$	\$
4.9.4.	Part Number: CPES-SS-PREMIUM-ADD-ACSP			
	Premium Collaborative Enterprise Support, 5800	2	\$	\$
	Appliance, 1 year			
4.9.5.	Part Number: CPES-SS-PREMIUM Premium			
	Collaborative Enterprise Support, 1 year.	1	\$	\$
	SmartEvent and SmartReporter blades managing up			

	to 2 gateways		
4.9.6.	Part Number: CPES-SS-PREMIUM-ADD-ACSP		
	Premium Collaborative Enterprise Support, 1 year.	1	\$ \$
	Smart-1 210 Appliance with Policy, Log and Event		
	Security Management for 10 Security Gateways		 
4.9.7.	TOTAL (4.8.1. – 4.8.6.)		\$
	Future Years Support Cost		
4.9.8.	Year 2 Support Cost		 \$
4.9.9.	Year 3 Support Cost		 \$
4.9.10.	Year 4 Support Cost		 \$
4.9.11.	Year 5 Support Cost		 \$
4.9.12.	TOTAL (4.8.7. – 4.8.11.)		\$
	GRAND TOTAL (4.8.7. + 4.8.12.)		\$
4.10.	Please describe Warranty or attach:		

4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
 Yes \_\_\_\_\_ No

- 4.12. Delivery: \_\_\_\_\_ Days After Receipt of Purchase Order
- 4.13. Describe any deviations from bid specifications:



# Standard Terms and Conditions

*Ons*Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing
Phone: (573) 886-4391 - Fax (573) 886-4390

- 1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
- 2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
- 3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for resubmittal at the new date and time of bid closing.
- 5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
- 11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.

- 12. No bid transmitted by fax machine or e-mail will be accepted.
- 13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
- 14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
- 15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
- 16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
- 18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
- 19. **Equipment and serial and model numbers** The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

# **INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549**

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.dhs.gov/xprevprot/programs/gc\_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling. The link for that form is: http://www.uscis.gov/files/nativedocuments/save-mou.pdf

Additional information may be obtained from: http://www.uscis.gov/files/nativedocuments/MOU.pdf

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

#### WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of	)	
		)SS.
State of		)

My name is \_\_\_\_\_\_. I am an authorized agent of \_\_\_\_\_\_ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant

Date

Printed Name

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Notary Public

# **CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

1.	I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
2.	I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
3.	I have provided a completed application for a birth certificate pending in the State of Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

# AFFIDAVIT (Only Required for Individual Bidder Certification Option #2)

State of Missouri ) )SS. County of \_\_\_\_\_ )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number or Other Federal I.D. Number Printed Name

On the date above written \_\_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

#### EXHIBIT A PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

## 1. **Prior Services Performed for:**

Company Name: Address:

Contact Name: Telephone Number:

Date of Contract: Length of Contract:

#### **Description of Prior Services (include dates):**

#### 2. Prior Services Performed for:

Company Name: Address:

Contact Name: Telephone Number:

Date of Contract: Length of Contract:

#### **Description of Prior Services (include dates):**

#### 3. **Prior Services Performed for:**

Company Name: Address:

Contact Name: Telephone Number:

Date of Contract: Length of Contract:

#### **Description of Prior Services (include dates):**

#### (Please complete and return with Bid Response)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

# (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 b) He used within a three mean arised presenting this employed for hear convicted of or head a civil independent.

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date



"No Bid" Response Form

Boone County Purchasing 613 E. Ash Street, Room 110 Columbia, MO 65201

Melinda Bobbitt, CPPO, CPPB Director of Purchasing (573) 886-4391 – Fax: (573) 886-4390

# "NO BID RESPONSE FORM"

# NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

# **Bid: 38-17JUN16 – Check Point Firewall**

Business Name: \_\_\_\_\_\_Address: \_\_\_\_\_

Telephon	2.
Contact:	
Date:	

Reason(s) for Not Bidding: